

EXHIBIT C

FOR A PICKUP CALL 1800-247-2676 OR GO TO WWW.DHL-USA.COM

FROM	Name	Date
	Company	
	Street	P.O. Box 19304 (510) 530-6345
	City	Oakland State CA ZIP Code 94619
	Ref #	
TO	NEXICORE SERVICES 3949 HERITAGE OAK CT SUNNY VALLEY, CA	PIECES 1
		ZIP CODE 93063



SDS



Shipment No. A45425476924

EZ RETURN

Form No. 1302

ROUTING



DHL EZ Return Shipment No.
A45425476924

Expires: 6/09
Ref # / Date

SATCHI MIMS
P.O. Box 19304 ~ Oakland, California 94619

June 24, 2008

Circuit City Stores, Inc.
Attention: **Customer Support**
9954 Mayland Dr.
Richmond, VA 23233

Re: Requested Computer Refund \ Replacement [incident case #11541372]

Dear Sir or Madam:

The enclosed Toshiba Satellite laptop computer, Model # M45S265 serial # 75095029Q was purchased on September 07, 2005 as a new computer [Circuit City receipt ticket # 024005421021]. I am requesting a new computer replacement for my laptop computer. I have made the same request several times before, because the computer is defective. I have requested repair services for my laptop computer more than 15 times and it qualifies for replacement under the No Lemon Guarantee of Circuit City Advantage Protection Plan. Please refer to your records of my complaints (incident claim numbers: G9443001, 9632790, 9828280, 9927248 etc...) regarding my laptop computer malfunction problems.

I returned the computer to the Circuit City Store located at 5795 Christie Ave. Emeryville, CA approximately four weeks after I purchased it, because the F10 and F11 keys would come on automatically without my initiating the action. The employees at the Circuit City Store told me they do not accept returned purchased electronic items after 14 days. I was told to return the computer to Toshiba because there was a one year warranty on it.

I requested a new (another) computer when I sent the computer to Toshiba Customer Services for repair, I was told by Toshiba that they do not replace defected computers. Toshiba stated they did not see any problem with the computer. I received my computer from Toshiba, and I returned it immediately to Toshiba. I spoke with customer service over the phone and was instructed to take the computer to ComputerLand located at 1689 W. Winton Ave. #3, Hayward, CA 94545, an authorize Toshiba repair shop, because the F10 and F11 key continued to malfunction. I took the computer in for service on April 11, 2006 and picked computer up on April 14, 2006. The repair technician told me the computer should be replaced and wrote on the repair order receipt **computer still defective should send to Toshiba**. I spoke to Toshiba services and requested a new computer and they stated once again they do not replace defective computers.

SATCHI MIMS

I returned the computer to Circuit City on April 14, 2006 and demanded another computer. Once again Circuit City employees told me they do not accept returned purchased electronic items after 14 days. I was told to return the computer to Toshiba because there was a one year warranty on it. After speaking to a services manager the Circuit City Store at Emeryville, CA took the computer and returned it to me April 24, 2006 with a statement written on the return receipt stating **repairs cancelled**. Please note that documentation pertaining to the described events between Toshiba and I was sent in with a previous repair request and should be available for you to review in your files with previous incidents.

Today I am returning my computer for the following reasons: **SYSTEM FAILURES** please check all hardware connections inside the computer and make sure all hardware is functioning correctly. The computer has the following problems:

1. The screen malfunctions occasionally during load up. Sometimes the screen loads up and flicks a white background, when this occurs the keyboard will not function, it becomes inoperable. Sometime any physical movement of the screen causes the function of the screen to appear to return to normal and the keyboard will function.
2. The keyboard malfunctions frequently, the F10 and F11 keys turn on automatically when the screen or computer is moved, or when computer is held at a 45 degree angle. When F10 and F11 keys turn on the keyboard types numbers only instead of letters and becomes inoperable.
3. While increasing or decreasing the volume control knob you can hear static coming from the left speaker. When this occurs, the left speaker becomes inoperable. Also, when headphones are connected into the headphone jack, the left headphone speaker doesn't function and you can only hear static.
4. The computer wireless modem has problems being connected to the internet sometimes it disconnects. When the wireless switch is on and the computer attempts to connect to the wireless internet, the icon appears on the screen indicating the wireless signal connection status is excellent, within 3 to 5 minutes later the icon states that the wireless signal connection status is weak.
5. Sometimes when the system loads up an error comes up stating there is a hardware issue prompting the restart of the computer.

The Toshiba Satellite Laptop Computer cost me \$1730.00 which includes \$199.00 for Circuit City Advantage Protection Plan. The Circuit City Advantage Protection Plan was sold to me as additional insurance. I purchased another Circuit City Advantage Protection Plan for renewal coverage (contract #85 6512453), September 8, 2007, which cost me \$243.00.

SATCHI MIMS

I am requesting a new computer with comparable cost and function ability, or a refund in the following amount: \$1730.00 + \$243.00 total of \$1973.00.

If you have questions or concerns feel free to contact me at the listed address or 510-530-6345. Thanks to you for your prompt attention to this matter and your time.

Very truly yours,



Satchi Mims

Enclosure: Nexicore Services Laptop Repair Diagnostic Worksheet

CC: NEXICORE SERVICES [Service Order # 1304673]
3949 Heritage Oak CT
Simi Valley, CA 93063

Name: Satchi Mims

Contact Phone#: 510-530-6345

Manufacturer: TOSHIBA

Model: PSM40U-07V001

Serial Number: 75095029Q

Please describe the failure symptom: See back of Laptop repair diagnostic worksheet, for a list of problems.

IN ORDER TO REPAIR YOUR LAPTOP, YOU MUST INCLUDE THE FOLLOWING WITH YOUR SYSTEM:

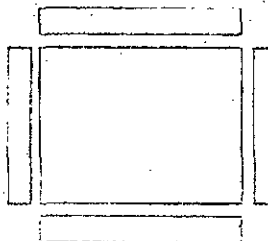
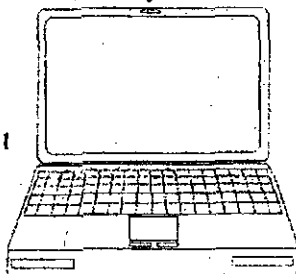
- Windows password (if applicable) _____
- Bios Password (if applicable) _____
- Restore CD Set
- AC Adapter

Please document the condition of your laptop on the diagram below:

LCD & Keyboard

Top & Side Views

Diagram #1



O = Broken/Cracked X = Scratch/Gouge # = Minor Blemishes * = Other _____

Accessories shipped: _____ CD Restore disks _____ AC Adapter

Notes: _____

The following to be completed by Nexicore Personnel:

CD Restore disks

AC Adapter

Confirm Unit Condition:

PROBLEMS or SYSTEM FAILURES

The computer has the following problems:

1. The screen malfunctions occasionally during load up. Sometimes the screen loads up, flickering white background. When this occurs, all of the key board functions freeze. Physical movement of the screen sometimes temporarily causes the screen to return to normal visual operation and the keyboard to function.
2. The keyboard malfunction frequently, the F-10 and F-11 keys turn on automatically when the screen is physically moved or when the computer is moved, or held at a 45 degree angle. When this occurs, the keyboard types numbers instead of letters and becomes inoperable.
3. While increasing or decreasing the volume control knob you can hear static coming from the left speaker. When this occurs, the left speaker becomes inoperable. Additionally, when headphones are connected to in to the headphone jack, the left headphone speaker doesn't function and you can hear static.
4. Another problem with the computer is that the wireless modem has problems staying connected to the internet. When the wireless switch is turned on and the computer attempt to connect to the wireless internet, the icon appears on the screen indicating that the wireless connection is excellent, within 3 to 5 minuets later the icon states that the wireless signal is weak.
5. Sometimes when the system loads up an error comes up stating that there may be a hardware issue and prompting, the restart of the computer. Please physically check all hardware connections inside the computer and make sure all hardware is functioning correctly.

If you have questions or concerns feel free to contact me. Thanks to you for your prompt attention to this matter and your time.



July 1, 2008

Satchi Mims
PO Box 19304
Oakland, CA 94619

Re: Your PC

Dear Satchi Mims:

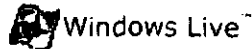
Thank you for contacting Circuit City Stores, Inc. We value your feedback and appreciate the opportunity to address your concerns. The satisfaction of our customers is vitally important to our success and we make every effort to assist when issues arise.

We are sorry to hear that your PC has required multiple repairs by the manufacturer and by our warranty service. To request an exchange under the No Lemon Guarantee, please call our management line at 1-800-950-9036, and use pound 9.

We value your patronage, and look forward to future opportunities to serve you better. If you have further questions, you may contact the corporate office at 1-800-251-2665. Thank you for bringing this matter to our attention.

Sincerely,

Marty M.
Customer Support Coordinator
Case # 1896800



Unit Shipped for Incident Number 11541372

From: info@assurant.com
Sent: Fri 7/04/08 4:33 PM
To: SMIMS21@hotmail.com

Below is your status update on your Circuit City Advantage Protection Plan service request:

We have completed the repair of your product and have shipped the unit back to you.

Click the airbill to the right to track the shipping status of your product: 34483081382

Thank you for purchasing the Circuit City Advantage Protection Plan!

For up to the minute status, go to the following URL or click this link:

www.cityassure.com

To shop at Circuit City.com, click the link below:

Circuit City



To unsubscribe, click the following link:

[Click here to unsubscribe](#)

This e-mail message and all attachments transmitted with it may contain legally privileged and/or confidential information intended solely for the use of the addressee(s). If the reader of this message is not the intended recipient, you are hereby notified that any reading, dissemination, distribution, copying, forwarding or other use of this message or its attachments is strictly prohibited. If you have received this message in error, please notify the sender immediately and delete this message and all copies and backups thereof.

Thank you.



ITEM: PSM40U-07V001.
... Finished goods ...

DESC: TOSHIBA SATELLITE M45-S265 LAPTOP SYSTEM



3168923

S/N:

DATE: 07/02/2008

NEX

LOC:

PLANT: 0010

Exhibit(s) Page 11 of 47
LAPTOP REPAIR WORKSHEET

BCN: 3168923	S/O: 1304673	W/O: 7171193
CD/DVD DRIVE	CPU & MEMORY	PORTS
<input type="checkbox"/> Replaced Combo Drive	<input type="checkbox"/> Replaced CPU	<input type="checkbox"/> Replaced <input type="checkbox"/> Reflowed Card Reader Port
<input type="checkbox"/> Replaced DVD-RW	<input type="checkbox"/> Reseated CPU	<input type="checkbox"/> Replaced <input type="checkbox"/> Reflowed DC Jack
<input type="checkbox"/> Cleaned Lens	<input type="checkbox"/> Replaced Memory	<input type="checkbox"/> Replaced <input type="checkbox"/> Reflowed Ethernet Port
<input type="checkbox"/> Replaced Laser	<input type="checkbox"/> Reseated Memory	<input type="checkbox"/> Replaced <input type="checkbox"/> Reflowed Firewire Port
<input type="checkbox"/> Aligned Tray	<input type="checkbox"/> Reflowed Memory Socket	<input type="checkbox"/> Replaced <input type="checkbox"/> Reflowed Headphone Jack
<input type="checkbox"/> Reconfigured Settings	<input type="checkbox"/> Replaced Memory Socket	<input type="checkbox"/> Replaced <input type="checkbox"/> Reflowed Printer Port
HARD DRIVE	<input type="checkbox"/> Cleaned Memory Socket	<input type="checkbox"/> Replaced <input type="checkbox"/> Reflowed Microphone Jack
<input type="checkbox"/> Replaced Hard Drive	HEATSINK/FAN	<input type="checkbox"/> Replaced <input type="checkbox"/> Reflowed Modem Jack
<input checked="" type="checkbox"/> Restored Operating System	<input type="checkbox"/> Replaced CPU/VGA Fan	<input type="checkbox"/> Replaced <input type="checkbox"/> Reflowed PS/2 Port
<input type="checkbox"/> Reformatted to C:\ Prompt	<input type="checkbox"/> Cleaned CPU/VGA Fan	<input type="checkbox"/> Replaced <input type="checkbox"/> Reflowed PCMCIA Socket
<input type="checkbox"/> Reset Jumper Settings	<input type="checkbox"/> Lubricated CPU/VGA Fan	<input type="checkbox"/> Replaced <input type="checkbox"/> Reflowed Serial Port
FLOPPY DRIVE	<input type="checkbox"/> Replaced Thermal Grease	<input type="checkbox"/> Replaced <input type="checkbox"/> Reflowed S-Video Port
<input type="checkbox"/> Replaced Floppy Drive	<input type="checkbox"/> Replaced Thermal Pad	<input type="checkbox"/> Replaced <input type="checkbox"/> Reflowed USB Port
<input type="checkbox"/> Cleaned Heads	<input type="checkbox"/> Replaced Heatsink	<input type="checkbox"/> Replaced <input type="checkbox"/> Reflowed VGA Port
<input type="checkbox"/> Replaced Floppy Cable	LCD	<input type="checkbox"/> Replaced <input type="checkbox"/> Reflowed ExpressCard Port
MODEM	<input type="checkbox"/> Replaced LCD	KEYBOARD
<input type="checkbox"/> Replaced Modem	<input type="checkbox"/> Replaced LCD Cable	<input type="checkbox"/> Replaced Keyboard
<input type="checkbox"/> Reseated Modem	<input type="checkbox"/> Reseated LCD Cable	<input type="checkbox"/> Replaced Missing Key(s)
<input type="checkbox"/> Replaced Audio Cable	<input type="checkbox"/> Replaced Inverter	<input type="checkbox"/> Aligned Keyboard
<input type="checkbox"/> Reflowed Modem Chip	<input type="checkbox"/> Reflowed Inverter	<input type="checkbox"/> Cleaned Keyboard Connector
AUDIO	<input type="checkbox"/> Replaced Inverter Fuse	<input type="checkbox"/> Reseated Keyboard Cable
<input type="checkbox"/> Replaced Audio chip	<input type="checkbox"/> Replaced Backlight	<input type="checkbox"/> Replaced Keyboard Lock
<input type="checkbox"/> Replaced Speakers	<input type="checkbox"/> Replaced Dim Switch	MOUSE/TOUCHPAD
<input type="checkbox"/> Replaced Audio Cable	<input type="checkbox"/> Replaced Latch	<input type="checkbox"/> Replaced Touchpad
<input type="checkbox"/> Reseated Audio Cable	<input type="checkbox"/> Replaced Hinges	<input type="checkbox"/> Reseated Touchpad Cable
<input type="checkbox"/> Installed Driver	<input type="checkbox"/> Replaced Hinge Cover	<input type="checkbox"/> Replaced Touchpad Cable
<input type="checkbox"/> Reconfigured Settings	<input type="checkbox"/> Aligned LCD	<input type="checkbox"/> Reseated Touchpad Cable Lock
SYSTEM BOARD	WIFI	PLASTIC ASSEMBLY
<input type="checkbox"/> Replaced System Board	<input type="checkbox"/> Replaced Ethernet Card	<input type="checkbox"/> Replaced Palm Rest
<input type="checkbox"/> Repaired System Board	<input type="checkbox"/> Installed Driver	<input type="checkbox"/> Replaced Bottom Base
<input type="checkbox"/> Reprogrammed BIOS	<input type="checkbox"/> Reconfigured Settings	<input type="checkbox"/> Misc. Plastics
<input type="checkbox"/> Replaced BIOS Battery	<input type="checkbox"/> Replaced WiFi Button	<input type="checkbox"/> Replaced Bezel
<input type="checkbox"/> Replaced Connector	<input type="checkbox"/> Replaced WiFi Antenna	<input type="checkbox"/> Replaced Bezel
<input type="checkbox"/> Replaced IC	SOFTWARE	<input type="checkbox"/> Replaced Battery Cover
<input type="checkbox"/> Replaced LED	<input type="checkbox"/> Removed Virus	<input type="checkbox"/> Replaced Memory Cover
MISCELLANEOUS	<input type="checkbox"/> Removed Spyware	<input type="checkbox"/> Replaced WiFi Cover
<input type="checkbox"/> Replaced AC Adapter	<input type="checkbox"/> Defragged Hard Drive	<input type="checkbox"/> Replaced PCMCIA Cover
<input type="checkbox"/> Replaced Power Cord	<input type="checkbox"/> Repaired Operating System	<input type="checkbox"/> Replaced Docking Port Cover
<input type="checkbox"/> Replaced Battery	<input type="checkbox"/> Installed Driver	<input type="checkbox"/> Replaced Power Button Cover
<input type="checkbox"/> Bad Battery - Not Covered by Warranty		<input type="checkbox"/> Replaced LCD Front Cover
<input type="checkbox"/> Bad Adapter - Not Covered by Warranty		<input type="checkbox"/> Replaced LCD Back Cover

<input type="checkbox"/> NO PROBLEM FOUND	<input type="checkbox"/> SERVICE DENIED	
Accessories Received	# of CDs	AC Adapter <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
		Battery <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

☐ NOTES:

Replaced AC Adapter and Drive Connector
 Volume Knob Cleaned

TECHNICIAN: CSOHIO

EXHIBIT

2

DO NOT FILE WITH THE COURT

THIS IS NOT AN ANSWER OR RESPONSE TO THE COMPLAINT

DISC-010

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ALAMEDA	
PLAINTIFF (Name): Satchidananda Mims aka Satchi Mims	CASE NUMBER
DEFENDANT (Name): Circuit City Stores, Inc.	RG08399323
CASE QUESTIONNAIRE—FOR LIMITED CIVIL CASES (Under \$25,000)	

REQUESTING PARTY (Name): **SATCHIDANANDA MIMS AKA SATCHI MIMS**

RESPONDING PARTY (Name): **CIRCUIT CITY STORES, INC.**

—INSTRUCTIONS—

- A. The purpose of the case questionnaire is to help the parties settle their differences without spending a lot of money. This is accomplished by exchanging information about the case early in the lawsuit. The exchange of case questionnaires may be started only by a plaintiff (or cross-complainant) in a limited civil case. The case questionnaire is optional, and if plaintiff (or cross-complainant) exercises the option, only this form may be used.
- B. **Instructions for plaintiffs (and cross-complainants)**
1. Under Code of Civil Procedure section 93, a plaintiff (or cross-complainant) may serve a completed case questionnaire and a blank questionnaire with a complaint (or cross-complaint).
 2. This is the only way you can require defendants (or cross-defendants) to serve you with a completed case questionnaire.
- C. **Instructions for defendants (and cross-defendants)**
1. If you have been served with a completed case questionnaire by a plaintiff (or cross-complainant), then you must fill in the blank case questionnaire. Your completed case questionnaire must be served on that same plaintiff (or cross-complainant) with your answer to the complaint (or cross-complaint).
 2. **THIS IS NOT AN ANSWER OR RESPONSE TO THE COMPLAINT.**
- D. **Instructions for all parties**
1. **ALL QUESTIONS REFER TO THE INCIDENT OR AGREEMENT IN THIS LAWSUIT ONLY.**
 2. Answer each question. If a question is not applicable, answer "NA."
 3. Your answers are not limited to your personal knowledge, but you are required to furnish information available to you or to anyone acting on your behalf, whether you are a plaintiff, defendant, cross-complainant, or cross-defendant.
 4. Type or legibly print your answer below each question. If you cannot completely answer a question in the space provided on the case questionnaire, check the "attachment" box and put the number of the question and the complete answer on an attached sheet of paper or form MC-025. You should *not* put part of an answer on the case questionnaire and part on the attachment. You may put more than one answer on each attached page.
 5. When you have completed the case questionnaire, sign the verification and serve the original.
 6. You may compel compliance with these requirements under Code of Civil Procedure section 93.
 7. **DO NOT FILE THIS CASE QUESTIONNAIRE WITH THE COURT.**

DO NOT FILE WITH THE COURT

DISC-010

PLAINTIFF (Name): Satchidananda Mims aka Satchi Mims	CASE NUMBER:
DEFENDANT (Name): Circuit City Stores, Inc.	RG08399323

—QUESTIONS—

1. FOR ALL CASES

a. State your name and street address.

SATCHIDANANDA MIMS AKA SATCHI MIMS
Mailing address: P.O. Box 19304, Oakland, CA 94619

b. State your current business name and street address, the type of business entity, and your title.

NA

c. Describe in detail your claims or defenses and the facts on which they are based, giving relevant dates.

☒ See attachment for answer number 1c.

d. State the name, street address, and telephone number of each person who has knowledge of facts relating to this lawsuit, and specify his or her area of knowledge.

☒ See attachment for answer number 1d.

e. Describe each document or photograph that relates to the issues or facts. You are encouraged to attach a copy of each. For each that you have described but not attached, state the name, street address, and telephone number of each person who has it.

☒ See attachment for answer number 1e.

DO NOT FILE WITH THE COURT

DISC-010

PLAINTIFF (Name): Satchidananda Mims aka Satchi Mims	CASE NUMBER:
DEFENDANT (Name): Circuit City Stores, Inc.	RG08399323

1. f. Describe each item of physical evidence that relates to the issues and facts; give its location; and state the name, street address, and telephone number of each person who has it.



See attachment for answer number 1f.

Physical Evidence: Computer Toshiba Satellite M45S265

In possession of Satchi Mims, address P.O. Box 19304, Oakland, CA 94619, 510-530-6345

- g. State the name and street address of each insurance company and the number of each policy that may cover you in whole or part for the damages claimed.



See attachment for answer number 1g.

POLICY OR CONTRACT # 85 6512453, (Circuit City Advantage Protection Plan)

CIRCUIT CITY

9954 MAYLAND DRIVE

RICHMOND, VIRGINIA 2323

2. FOR PERSONAL INJURY OR PROPERTY DAMAGE CASES

- a. Describe each injury or illness that you received and your present complaints about each.



See attachment for answer number 2a.

NA. Plaintiff will supplement response if necessary.

- b. State the name, street address, and telephone number of each physician, dentist, or other health care provider who treated or examined you; the type of treatment; the dates of treatment; and the charges by each to date.



See attachment for answer number 2b.

NA. Plaintiff will supplement response if necessary.

- c. Itemize the medical expenses you anticipate in the future.



See attachment for answer number 2c.

- d. Itemize your loss of income to date, give the name and street address of each source, and show how the loss is computed.



See attachment for answer number 2d.

NA. Plaintiff will supplement response if necessary.

DO NOT FILE WITH THE COURT

DISC-010

PLAINTIFF (Name): Satchidananda Mims aka Satchi Mims	CASE NUMBER:
DEFENDANT (Name): Circuit City Stores, Inc.	RG08399323

2. e. Itemize the loss of income you anticipate in the future, give the name and street address of each source, and show how the loss is computed.

☐ See attachment for answer number 2e.

NA. Plaintiff will supplement response if necessary.

- f. Itemize your property damage, and state the amount or attach an itemized bill or estimate.

☐ See attachment for answer number 2f.

NA. Plaintiff will supplement response if necessary.

9. Describe each other item of damage or cost that you claim, and state the amount.

☐ See attachment for answer number 2g.

NA. Plaintiff will supplement response if necessary.

3. FOR CASES BASED ON AGREEMENTS

- a. In addition to your answer to 1e, state all the terms and give the date of any part of the agreement that is not in writing.

☐ See attachment for answer number 3a.

Plaintiff is not sure if there are any terms of the agreement that are not in writing at this time.
Plaintiff will ascertain the information over the course of discovery. Plaintiff will supplement response to 3a if necessary.

- b. Describe each item of damage or cost you claim, state the amount, and show how it is computed.

☒ See attachment for answer number 3b.


VERIFICATION

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: JULY 28, 2008

SATCHIDANANDA MIMS aka Satchi Mims

(TYPE OR PRINT NAME)



(SIGNATURE)

MC-025

SHORT TITLE: MIMS V. CIRCUIT CITY STORES, INC.	CASE NUMBER: RG08399323
--	-----------------------------------

ATTACHMENT (Number): 1c

Page _____ of _____

(This Attachment may be used with any Judicial Council form.)

(Add pages as required)

On or about September 07, 2005, plaintiff purchased a Toshiba Satellite Computer from defendant and entered into the city Advantage Protection Plans' insurance service agreement, in which defendant Circuit city Stores, Inc. promised to repair any defects to the computer and if any defects can't be repaired the computer would be replace or a refunded. Approximately 45 days after the computer was purchased it began to have defect problems. Plaintiff went to the Circuit City Store located in Emeryville California where the computer was purchased and reported the problems with the computer, requested a replacement and employees refused to take the computer back or any action and referred plaintiff to the manufacture Toshiba's warranty. Plaintiff contacted Toshiba and they were unable to successfully repair computer several times. Plaintiff has requested computer repair and replacement from defendant Circuit City Stores, Inc. several times, some on the following dates: April 11, 2006, April 14, 2006, July 23, 2007, August 22, 2007, September 6, 2007, June 24, 2008...etc. Each time defendant has attempted to repair the defects of the computer, defendant has been unsuccessful. The computer is still defective, the F10 and F11 keys come on by themselves when the computer is moved causing the computer to become inoperable. Additionally screen still has problems during computer load up, sometimes screen background appears flickering white causing computer to become inoperable, and the AC Adapter was returned to plaintiff cracked after the June 24, 2008 attempted repair. Plaintiff contacted defendant in writing on or about June 24, 2008 attempted repair. Plaintiff contacted defendant in writing on or abut June 24, 2008 requesting for the computer to be replaced or refunded under the terms of their agreement. Defendant has since failed and refused to issue a replacement computer or refund.

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)

Page 1 of 1

SHORT TITLE:

MIMS V. CIRCUIT CITY STORES, INC.

CASE NUMBER:

RG08399323

ATTACHMENT (Number): 1e

Page ____ of ____

(This Attachment may be used with any Judicial Council form.)

(Add pages as required)

Plaintiff will supplement response to 1e, when more information becomes available.

Please note documents with (*) are attached to the complaint as Exhibits.

Exhibit A: 4, 5, 6

Exhibit B: 1,

Exhibit C: 2, 3, 7, 8

Documents described below are in the possession of individuals listed in attachment 1d. Plaintiff believes other documents pertaining to the lawsuit claims exist and are already in the possession of defendant Circuit City Stores, INC. Those documents will be identified when and if they become available, and the response to question 1e will be supplemented.

Document description(s)

Date(s)

- | | |
|--|--------------------------|
| 1. *Circuit City Purchase Receipt #024005421021 | September 07, 2005 |
| 2. *Letter Requesting Refund | June 24, 2008 |
| 3. *Circuit City Letter in Response | July 01, 2008 |
| 4. *City Advantage Protection (policy contract & Toshiba Warranty) | September 07, 2005 |
| 5. *Policy contract Certificate | ---- |
| 6. *Updated or amended Policy contract | December 10, 2008 |
| 7. *Repair request form | June 10, 2008 |
| 8. *Nexicore Systems Repair worksheet | July 02, 2008 |
| 9. Digital Depot Service Repair Request | July 23, 2007 |
| 10. Digital Depot Service Repair Request | August 30, 2007 |
| 11. Digital Depot Service Repair Request | September 17, 2007 |
| 12. Circuit City repair claim G9443001 | April 14, 2006 |
| 13. Circuit City repair clam G9443001 | April 24, 2006 |
| 14. Miscellaneous documents | September 2005 - current |

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)

Page 1 of 1

MC-025

SHORT TITLE: MIMS V. CIRCUIT CITY STORES, INC.	CASE NUMBER: RG08399323
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ATTACHMENT (Number): 1d

Page ____ of ____

(This Attachment may be used with any Judicial Council form.)

(Add pages as required)

Technician: Nebes, Area of knowledge: made repair to the computer
Computerland
1680 W. Winton Ave#3
Hayward, CA 94545
Tel: 510- 780-0900
Fax: 510 780-0999

Technician: Co Soria, Area of knowledge: made repair to the computer
Nexicore Services
3949 Heritage Oak CT
Simi Valley, CA 93063
1-800 730-4337

Technician: ALD, Area of knowledge: made repair to the computer multiple times
Digital Depot Service Center
4800 Alliance Gateway Frw. Suite 130
Fort Worth, TX 76177
1-817-415-9300

Employees' names not known at this time for Emeryville location
Area of knowledge: plaintiff went to the store requesting computer assistance multiple times
Circuit City Stores, Inc.
5795 Christie Ave.,
Emeryville, CA
(510) 655-2200

M. Marty, Customer Service Coordinator
Allen, Customer Service Representative
Area of knowledge: Plaintiff reported claims incidents to customer service representatives
Circuit City Stores, Inc.
5795 Christie Ave.,
Emeryville, CA
1-800-251-2665

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)

Page 1 of 1

MC-025

SHORT TITLE: MIMS V. CIRCUIT CITY STORES, INC.	CASE NUMBER: RG08399323
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ATTACHMENT (Number): 1f

Page _____ of _____

(This Attachment may be used with any Judicial Council form.)

(Add pages as required)

Plaintiff will supplement response as information becomes available

Physical Evidence:

Physical Evidence: Computer parts used for attempted repair

Technician: Nebes

Computerland 1680 W. Winton Ave#3, Hayward, CA 94545, 510-780-0900, Fax: 510 780-0999

Physical Evidence: Computer parts used for attempted repair

Technician: Co Soria

Nexicore Services, 3949 Heritage Oak CT, Simi Valley, CA 93063, 1-800 730-4337

Physical Evidence: Computer parts used for attempted repairs

Technician: ALD

Digital Depot Service Center, 4800 Alliance Gateway Frw. Suite 130, Fort Worth, TX 76177

1-817-415-9300

Physical Evidence: Computer Toshiba Satellite M45S265

In possession of Satchi Mims, P.O. Box 19304, Oakland, CA 94619, 510-530-6345

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this Attachment are made under penalty of perjury.)

Page 1 of 1

EXHIBIT

3



PETER E. GLICK (SBN 127979)
Attorney at Law
400 Capitol Mall, Suite 1100
Sacramento, CA 95814
Telephone: (916) 558-6182
Fax: (916) 448-2434

FILED
ALAMEDA COUNTY
SEP 08 2008
CLERK OF THE SUPERIOR COURT
By *M. Hayes* Deputy

Attorneys for Defendant
Circuit City Stores, Inc.

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

LIMITED CIVIL CASE JURISDICTION

SATCHIDANANDA MIMS AKA
Satchi Mims,

Plaintiff,

v.

CIRCUIT CITY STORES, INC., a
Virginia corporation, and DOES 1
through 5, inclusive,

Defendants.

) Case No. RG08399323

)
) ANSWER AND AFFIRMATIVE
) DEFENSES OF CIRCUIT CITY
) STORES, INC. TO PLAINTIFF'S
) COMPLAINT

) ASSIGNED FOR ALL PURPOSES TO:

) Hon. Cecilia P. Castellanos
) Department 18

) Complaint Filed: August 1, 2008

BY FAX

Defendant Circuit City Stores, Inc. ("Circuit City"), for itself and no other
defendant, states as follows for its Answer and Affirmative Defenses to Plaintiffs'
Complaint ("Complaint").

ANSWER

1. Circuit City denies, conjunctively and disjunctively, each and every

1 allegation set forth in the Complaint.

2 **AFFIRMATIVE DEFENSES**

3 **FIRST AFFIRMATIVE DEFENSE**

4 **Failure to State a Claim**

5 2. As and for a first separate, distinct and affirmative defense, Circuit
6 City alleges that the Complaint fails to state a claim or claims upon which relief
7 can be granted against Circuit City.

8 **SECOND AFFIRMATIVE DEFENSE**

9 **Statute of Limitations**

10 3. As and for a second separate, distinct and affirmative defense, Circuit
11 City is informed and believes, and, on that basis, alleges that this action may be
12 barred, in whole or in part, by the applicable statutes of limitations.

13 **THIRD AFFIRMATIVE DEFENSE**

14 **Binding Arbitration**

15 4. As and for a third separate, distinct and affirmative defense, Circuit
16 City alleges that all of the claims of Plaintiff are subject to binding arbitration and
17 Circuit City, by answering this Complaint does not intend to waive the right to
18 arbitration.

19 **FOURTH AFFIRMATIVE DEFENSE**

20 **Failure to Mitigate**

21 5. As and for a fourth separate, distinct and affirmative defense, Circuit
22 City alleges that Plaintiff, failed to mitigate any damages Plaintiff alleges to have
23 suffered, which damages, are denied.

24 **FIFTH AFFIRMATIVE DEFENSE**

25 **Good Faith/Reasonable Commercial Standards**

26 6. As and for a fifth separate, distinct and affirmative defense, Circuit
27 City alleges that this action may be barred, in whole or in part, because any
28 conduct or action of Circuit City was and is reasonable and lawful because

Peter E. Glick
Attorney at Law
400 Capitol Mall, Ste 1100
Sacramento, CA 95814

1 Plaintiff has not been injured and is not threatened with future loss or damage by
2 any conduct of Circuit City.

3 **SIXTH AFFIRMATIVE DEFENSE**

4 **Estoppel**

5 7. As and for a sixth separate, distinct and affirmative defense, Circuit
6 City alleges that the Complaint is barred by the doctrine of estoppel.

7 **SEVENTH AFFIRMATIVE DEFENSE**

8 **Waiver**

9 8. As and for a seventh separate, distinct and affirmative defense,
10 Circuit City alleges that the Complaint is barred by the doctrine of waiver.

11 **EIGHTH AFFIRMATIVE DEFENSE**

12 **Laches**

13 9. As and for an eighth separate, distinct and affirmative defense,
14 Circuit City alleges that the Complaint is barred by the doctrine of laches.

15 **NINTH AFFIRMATIVE DEFENSE**

16 **Consent**

17 10. As and for a ninth separate, distinct and affirmative defense, Circuit
18 City alleges that by their conduct, actions and inactions, Plaintiff has consented to
19 and acquiesced in any of the alleged conduct of Circuit City.

20 **TENTH AFFIRMATIVE DEFENSE**

21 **Contributory Negligence**

22 11. As and for a tenth separate, distinct and affirmative defense, Circuit
23 City alleges that any harm to Plaintiff, which harm Circuit City denies, was
24 caused as a result of the conduct or actions of Plaintiffs or others.

25 **ELEVENTH AFFIRMATIVE DEFENSE**

26 **Unclean Hands**

27 12. As and for an eleventh separate, distinct and affirmative defense,
28 Circuit City alleges that the Complaint is barred by the doctrine of unclean hands.

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TWELFTH AFFIRMATIVE DEFENSE

Comparative Fault/Equitable Indemnity

13. As and for a twelfth separate, distinct and affirmative defense, Circuit City alleges that it is entitled to have any monetary award, whether damages, restitution, or attorneys' fees and costs, reduced or eliminated by the comparative fault doctrine and principles of equitable or comparative indemnity. If Circuit City is found in some manner responsible to Plaintiff for any injury or damage alleged in the Complaint, any such injury or damage was proximately caused and contributed to by the negligence, fault, acts, or omissions of other individuals or entities for whose conduct Circuit City is not responsible. By reason of the foregoing, Circuit City is entitled to full or partial indemnity from such other individuals or entities.

THIRTEENTH AFFIRMATIVE DEFENSE

Assumption of the Risk

14. As and for a thirteenth separate, distinct and affirmative defense, Circuit City alleges that the Complaint, and each and every purported cause of action contained therein, is barred in whole or in part, because Plaintiff voluntarily assumed the risk of the alleged conduct, events, and other matters complained of in the Complaint, and the damage or injury, if any, alleged in the Complaint was the proximate result of the risk assumed by Plaintiff.

FOURTEENTH AFFIRMATIVE DEFENSE

Statute of Frauds

15. As and for a fourteenth separate, distinct and affirmative defense, Circuit City alleges that the Complaint, and each and every purported cause of action contained therein, is barred by the statute of frauds.

FIFTEENTH AFFIRMATIVE DEFENSE

Limited Warranty

16. As and for a fifteenth separate, distinct and affirmative defense,

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Sacramento, CA 95814

1 Circuit City alleges that a written agreement between Plaintiff and Circuit City
2 limits the remedies that may be obtained by plaintiff for any alleged breach of
3 warranty.

4 **SIXTEENTH AFFIRMATIVE DEFENSE**

5 ***Unreasonable Use of Goods***

6 17. As and for a sixteenth separate, distinct and affirmative defense,
7 Circuit City is informed and believes and, on that basis, alleges that any defect or
8 nonconformity of which the Plaintiff complains in this matter was proximately
9 caused by the unauthorized or unreasonable use of the goods by the Plaintiff
10 following sale and delivery of those goods by Circuit City to Plaintiff.

11 **SEVENTEENTH AFFIRMATIVE DEFENSE**

12 ***Exclusion or Modification of Warranty***

13 18. As and for a seventeenth separate, distinct and affirmative defense,
14 Circuit City alleges that the Complaint, and each and every purported cause of
15 action contained therein, is barred in whole or in part, because a written agreement
16 between Plaintiff and Circuit City clearly, conspicuously, and expressly limits and
17 excludes any warranty of merchantability and fitness for particular purpose.

18 **EIGHTEENTH AFFIRMATIVE DEFENSE**

19 ***Virginia Law***

20 19. As and for an eighteenth separate, distinct and affirmative defense,
21 Circuit City alleges that the claims and defenses raised in the Complaint and the
22 affirmative defenses alleged herein are all governed by the laws of the
23 Commonwealth of Virginia law pursuant to a written agreement between Plaintiff
24 and Circuit City.

25 ///

26 ///

27 ///

28 ///

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NINETEENTHAFFIRMATIVE DEFENSE

Reservation of Rights to Assert Additional Affirmative Defense

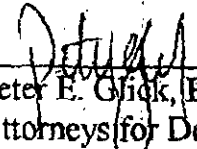
20. As and for a nineteenth separate, distinct and affirmative defense, Circuit City reserves the right to assert such other and further affirmative defenses as may be appropriate through the course of the litigation.

WHEREFORE, Defendant CIRCUIT CITY STORES, INC. prays judgment against Plaintiff herein as follows:

1. That Plaintiff takes nothing on their Complaint herein;
2. That the Complaint be dismissed with prejudice;
3. For costs of suit herein;
4. For an award of its reasonable attorney's fees incurred herein; and,
5. For such other and further relief as the Court deems just and proper.

Dated: September 8, 2008.

PETER E. GLICK
Attorney at Law


Peter E. Glick, Esq. (127979)
Attorneys for Defendant
CIRCUIT CITY STORES, INC.

Peter E. Glick
Attorney at Law
400 Capitol Mall, Ste. 1100
Sacramento, CA 95814

Satchidananda Mims a.k.a. Satchi Mims v. Circuit City Stores, Inc.
Alameda County Superior Court, Case No.: RG08399323

PROOF OF SERVICE

I am a resident of the State of California, over the age of eighteen years, and not a party to the within action. My business address is Peter E. Glick, Attorney at Law, 400 Capitol Mall, Suite 1100, Sacramento, CA 95814. On September 8, 2008, I served the within documents:

ANSWER AND AFFIRMATIVE DEFENSES OF CIRCUIT CITY STORES, INC. TO PLAINTIFF'S COMPLAINT

☐

by transmitting via facsimile the document(s) listed above to the fax number(s) set forth below on this date before 5:00 p.m.

☒

by placing the document(s) listed above in a sealed envelope with postage thereon fully prepaid, in the United States mail at Sacramento, California addressed as set forth below.

☐

by causing delivery by _____ of the document(s) listed above to the person(s) at the address(es) set forth below.

☐

by personally delivering the document(s) listed above to the person(s) at the address(es) set forth below.

Satchidananda Mims a.k.a. Satchi Mims
P. O. Box 19304
Oakland, CA 94619

I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on September 8, 2008, at Sacramento, California.

Roxane Balison White
Roxane Balison-White

EXHIBIT

4

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

- - - - - x
In re: : Chapter 11
:
CIRCUIT CITY STORES, INC., : Case No. 08-35653
et al., :
: Jointly Administered
Debtors. :
- - - - - x

**NOTICE OF DEADLINE
FOR FILING PROOFS OF CLAIM**

**TO ALL CREDITORS, EQUITY INTEREST HOLDERS OF THE DEBTORS AND OTHER
PARTIES IN INTEREST:**

PLEASE TAKE NOTICE OF THE FOLLOWING:

On December 11, 2008, the United States Bankruptcy Court for the Eastern District of Virginia (the "Bankruptcy Court") entered an order (the "Bar Date Order") in the above captioned chapter 11 cases establishing **January 30, 2009 at 5:00 p.m. (Pacific Time)** as the general claims bar date (the "General Bar Date") in the chapter 11 cases of the above-captioned debtors and debtors in possession (collectively, the "Debtors").¹ Except as described below, the Bar Date Order requires all Entities, as defined in section 101(15) of 11 U.S.C. §§ 101-1532 (the "Bankruptcy Code"), including persons, estates, trusts and the United States Trustee (but excluding governmental units), that have or assert any prepetition Claims (as defined herein) against any of the Debtors listed on page 4 below, to file a proof of claim so that such proof of claim is received on or before **5:00 p.m., Pacific Time**, on the General Bar Date at the following address if delivered by mail, hand delivery or overnight courier:

The Debtors and the last four digits of their respective taxpayer identification numbers are as follows: Circuit City Stores, Inc. (3875), Circuit City Stores West Coast, Inc. (0785), InterTAN, Inc. (0875), Ventoux Commercial Real, Inc. (1575), Circuit City Purchasing Company, LLC (5170), CC Aviation, LLC (0841), a Distribution Company of Virginia, Inc. (2821), Circuit City Properties, LLC (3353), Kinzer Technology, LLC (2157), Abbott Advertising Agency, Inc. (4659), Patapsco Designs, Inc. (6796), Sky Venture Corp. (6000), BRAVE, INC. (n/a), XESLIFE, LLC (9263), Mayland MN, LLC (6116), Courmaveil, LLC (n/a), Orbyx Electronics, LLC (3360), and Circuit City Stores DE, LLC (n/a). The address for Circuit City Stores West Coast, Inc. is 9250 American Boulevard, Westminster, Colorado 80021. For all other Debtors, the address is 9950 Mayland Drive, Richmond, Virginia 23233.

Circuit City Stores, Inc., et al.
Claims Processing Dept.
Kurtzman Carson Consultants LLC
2335 Alaska Avenue
El Segundo, CA 90245

DO NOT FILE YOUR PROOF OF CLAIM WITH THE BANKRUPTCY COURT.

The Debtors intend to file their Schedules of Assets and Liabilities and Statements of Financial Affairs (the "Schedules and Statements") with the Bankruptcy Court by December 30, 2008. Copies of the Schedules and Statements can then be obtained at www.vaeb.uscourts.gov or www.kccllc.net/circuitcity.

GOVERNMENTAL BAR DATE

In accordance with 11 U.S.C. § 502(b)(9), any Claims of governmental units, as defined by 11 U.S.C. § 101(27), against any of the Debtors listed on page 4 below, must be filed and served so that such proof of claim is received on or before **May 11, 2009 (the "Governmental Bar Date") at 5:00 p.m., Pacific Time**, at the following address if delivered by mail, hand delivery or overnight courier:

Circuit City Stores, Inc., et al.
Claims Processing Dept.
Kurtzman Carson Consultants LLC
2335 Alaska Avenue
El Segundo, CA 90245

DEFINITION OF CLAIM

For purposes of this Bar Date Notice, "Claim" shall mean, as to or against any of the Debtors listed on page 4 below: (1) any right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured; or (2) any right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured.

PERSONS OR ENTITIES WHO MUST FILE A PROOF OF CLAIM

Pursuant to the Bar Date Order, all Entities holding Claims against the Debtors (whether secured, priority or unsecured)

that arose prior to **November 10, 2008** (the "Petition Date") are required to file proofs of claim by the General Bar Date, unless such Claims are "Excluded Claims" as defined below. Excluded Claims as defined in the Bar Date Order are:

- (i) Claims listed in the Schedules and Statements or any amendments thereto that are not therein listed as "contingent," "unliquidated" or "disputed" and that are not disputed by the holders thereof as to (a) amount, (b) classification or (c) the identity of the Debtor against whom such Claim is scheduled;
- (ii) Claims on account of which a proof of claim has already been properly filed with the Bankruptcy Court or the Claims Agent appointed by the Bankruptcy Court against the correct Debtor; provided, however, that proofs of claim or requests for payment under 11 U.S.C. § 503(b)(9) ("503(b)(9) Claims") are governed by and must be filed in accordance with the Order Establishing Bar Date for Filing Requests for Payment of Administrative Expense Claims Under Bankruptcy Code Sections 105 and 503(b)(9) and Approving Form, Manner and Sufficiency of Notice of the Bar Date Pursuant to Bankruptcy Rule 2001 (Docket No. 107, Entered November 12, 2008) and, therefore, 503(b)(9) Claims are not Excluded Claims;
- (iii) Claims previously allowed or paid pursuant to an order of the Bankruptcy Court;
- (iv) Claims allowable under 11 U.S.C. §§ 503(b) and 507(a)(1) as expenses of administration;
- (v) Claims of Debtors against other Debtors;
- (vi) Claims of current officers or directors of a Debtor for indemnification and/or contribution arising as a result of such officer's or director's postpetition service to a Debtor;
- (vii) Claims of landlords of unexpired leases of non-residential real property that have not been rejected prior to the General Bar Date, including, without limitation, any claim for prepetition arrearages or other asserted prepetition defaults. Claims for such leases that have been or are hereinafter rejected shall be filed by the later of

(a) the General Bar Date, (b) thirty (30) days after the effective date of such rejection or (c) as otherwise provided by Order of this Court;

- (viii) Claims of Bank of America, N.A., as agent, and the Debtors' pre- and post-petition secured lenders for which Bank of America, N.A., served or serves as agent; and
- (ix) Claims related to the Debtors' gift cards purchased prior to the Petition Date.

Any Entity whose prepetition Claim against a Debtor is not listed in the applicable Debtor's Schedules and Statements or is listed as "disputed," "contingent" or "unliquidated" and that desires to participate in any of these chapter 11 cases or share in any distribution in any of these chapter 11 cases, and any Entity whose prepetition Claim is improperly classified in the Schedules and Statements or is listed in an incorrect amount or is scheduled against an incorrect Debtor and that desires to have its Claim allowed in a classification or amount other than that set forth in the Schedules and Statements or against a Debtor other than as set forth in the Schedules and Statements, must file a proof of claim on or before the General Bar Date. If your claim has been scheduled by the Debtors, the classification, amount, and Debtor against which your claim has been scheduled is indicated on the claim form included with this notice.

Executory Contract and Lease Rejection Claims

Any Entity whose Claims arise out of the rejection of an unexpired lease or executory contract of a Debtor (an "Agreement") pursuant to section 365 of the Bankruptcy Code during the Debtors' bankruptcy cases, must file a proof of claim on or before the latest of: (1) thirty (30) days after the date of the order, pursuant to Bankruptcy Code section 365, authorizing the rejection of such contract or lease; (2) any date set by another order of the Court or (3) the General Bar Date (the "Rejection Bar Date"). Proofs of claim for any other claims that arose prior to the Petition Date with respect to an Agreement must be filed by the General Bar Date.

Other Important Information Regarding Filing Claims

If, after the General Bar Date, any of the Debtors amend their Schedules and Statements to reduce the undisputed, noncontingent and liquidated amount or to change the nature or classification of a Claim against a Debtor reflected therein or to

change the Debtor against which a Claim has been scheduled, then the affected claimant shall have thirty (30) days from the date of service of notice thereof to file a proof of claim or to amend any previously filed proof of claim in respect of such amended scheduled Claim (the "Amended Schedule Bar Date").

Any Entity holding an interest in any Debtor (each an "Interest Holder"), which interest is based exclusively upon the current ownership of stock or other equity interest of any of the Debtors (an "Interest"), (an "Interest"), need not file a proof of Interest based solely on account of such Interest Holder's ownership interest in such Interest; provided, however, that any Interest Holder (other than a governmental unit) who wishes to assert a Claim against any of the Debtors based on any transaction in the Debtors' Interests, including but not limited to a Claim for damages or rescission based on the purchase or sale of the Interests, must file a proof of claim on or prior to the General Bar Date; provided, further, however, that any Interest Holder that is a governmental unit who wishes to assert a Claim against any of the Debtors based on any transaction in the Debtors' Interests, including but not limited to a Claim for damages or rescission based on the purchase or sale of the Interests, must file a proof of claim on or prior to the Governmental Bar Date.

FILING PROOFS OF CLAIM AGAINST MULTIPLE DEBTORS

Any Entity asserting Claims against more than one Debtor must file a separate proof of claim with respect to each such Debtor. All Entities must identify on their proof of claim the particular Debtor against which their Claim is asserted and the case number of that Debtor's bankruptcy case. A proof of claim listing no reference to a particular Debtor or a proof of claim listing all of the Debtors will be deemed filed against Circuit City Stores, Inc., Case No. 08-35653.

CONSEQUENCES OF FAILURE TO FILE PROOF OF CLAIM

Any creditor that is required to file but fails to file a proof of claim for its Claim in accordance with the procedures set forth herein on or before the General Bar Date, the Governmental Bar Date, or such other date established hereby (as applicable) shall be forever barred, estopped, and enjoined from: (a) asserting any Claim against the Debtors that (i) is in an amount that exceeds the amount, if any, that is set forth in the Schedules as undisputed, noncontingent, and unliquidated or (ii) is of a different nature or in a different classification (any such claim referred to as an "Unscheduled Claim") and (b) voting upon, or receiving distributions under, any plan or plans of

reorganization in these chapter 11 cases in respect of an
Unscheduled Claim; and the Debtors and their property shall be
forever discharged from any and all indebtedness or liability with
respect to such Unscheduled Claim. If it is unclear from the
Schedules and Statements whether your Claim is disputed,
contingent or unliquidated as to amount or is otherwise properly
listed and classified, you must file a proof of claim on or before
the General Bar Date. Any Entity that relies on the Schedules and
Statements bears responsibility for determining that its Claim is
accurately listed therein.

RESERVATION OF RIGHTS

The Debtors reserve the right to: (1) dispute, or to
assert offsets or defenses against, any filed Claim or any Claim
listed or reflected in the Schedules and Statements as to nature,
amount, liability, classification, Debtor or otherwise; or (2)
subsequently designate any Claim as disputed, contingent or
unliquidated. Nothing set forth in this Notice shall preclude the
Debtors from objecting to any Claim, whether scheduled or filed,
on any grounds.

TIME AND PLACE FOR FILING PROOFS OF CLAIM

A signed original of any proof of claim, substantially
in the form annexed hereto, together with accompanying
documentation, must be delivered so as to be received no later
than 5:00 p.m., Pacific Time, on the General Bar Date, the
Revoked Bar Date, the Governmental Bar Date or the Amended
General Bar Date, as applicable, depending upon the nature of the
claim, at the following address if delivered by mail, hand
delivery or overnight courier:

Circuit City Stores, Inc., et al.
Claims Processing Dept.
Kurtzman Carson Consultants LLC
2335 Alaska Avenue
El Segundo, CA 90245

Any proof of claim submitted by facsimile or other electronic
means will not be accepted and will not be deemed filed until such
proof of claim is submitted by the method described in the
foregoing sentence. Proofs of claim will be deemed filed only
when actually received at the address listed above. If you wish
to receive acknowledgment of the Debtors' receipt of your proof of
claim, you must also submit a copy of your original proof of claim
in a self-addressed, stamped envelope.

A creditor's proof of claim may be filed without the writings and/or documentation upon which the claim is based, as required by Bankruptcy Rule 3001(c) and (d); provided, however, that, upon the request of the Debtors or any other party in interest in these cases, any such creditor will be required to transmit promptly such writings and/or documentation to the Debtors or the other party in interest, but in no event later than ten (10) days from the date of such request.

ADDITIONAL INFORMATION

If you require additional information regarding the filing of a proof of claim, you may contact the Debtors in writing, through their counsel, at the address listed below. You may also contact Kurtzman Carson Consultants LLC, at (888)830-4650 between 9:00 a.m. and 5:00 p.m. Pacific Time. The claims registers for the Debtors will be available at the office of Kurtzman Carson Consultants LLC, 2335 Alaska Avenue, El Segundo, CA 90245.

Approved by the United States Bankruptcy Court for the Eastern District of Virginia on December 11, 2008.

Dated: December 12, 2008
Richmond, Virginia

SKADDEN, ARPS, SLATE,
MEAGHER & FLOM, LLP
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Ian S. Fredericks, Esq.
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Wilmington, Delaware
19899-0636

MCGUIREWOODS LLP
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One James Center
901 E. Cary Street
Richmond, Virginia 23219
(804) 775-1089

- and

SKADDEN, ARPS, SLATE,
MEAGHER & FLOM, LLP
Chris L. Dickerson, Esq.
333 West Wacker Drive
Chicago, Illinois 60606

Counsel for the Debtors and Debtors in Possession

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

----- X
In re: : Chapter 11
:
CIRCUIT CITY STORES, INC., et al : Case No. 08-35653
al., :
: Jointly Administered
Debtors. :
----- X

**NOTICE OF COMMENCEMENT OF CHAPTER 11 BANKRUPTCY CASES,
MEETING OF CREDITORS AND FIXING OF CERTAIN DATES**

On November 10, 2008, the above-captioned debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors") filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code, 11 U.S.C. §§ 101 through 1532 (the "Bankruptcy Code"). The Debtors, and their respective addresses, case numbers, and federal tax identification numbers are as follows:

<u>DEBTOR</u> (Other names, if any, used by the Debtor in the last 6 years appear in brackets)	<u>ADDRESS</u>	<u>CASE NO.</u>	<u>EID #</u>
Circuit City Stores, Inc. [Circuit City™] [firedog™]	9950 Mayland Drive, Richmond, Virginia 23233	08-35653	54-0493875
Adapt Advertising Agency, Inc.	9950 Mayland Drive, Richmond, Virginia 23233	08-35665	54-1624659
Circuit City Stores West Coast, Inc.	9250 Sheridan Boulevard, Westminster, Colorado 80031	08-35654	95-4460785
et Distribution Company of Virginia, Inc.	9950 Mayland Drive, Richmond, Virginia 23233	08-35659	54-1712821
Circuit City Properties, LLC	9950 Mayland Drive, Richmond, Virginia 23233	08-35661	54-0793353
Paragon Designs, Inc.	9950 Mayland Drive, Richmond, Virginia 23233	08-35667	52-1086796
Ventoux International, Inc.	9950 Mayland Drive, Richmond, Virginia 23233	08-35656	20-1071838
Sky Venture Corp.	9950 Mayland Drive, Richmond, Virginia 23233	08-35668	54-1760311
FRANKS, INC.	9950 Mayland Drive, Richmond, Virginia 23233	08-35670	N/A

XSSurf, LLC	9950 Mayland Drive, Richmond, Virginia 23233	08-35664	54-2019169
Kinzer Technology, LLC	9950 Mayland Drive, Richmond, Virginia 23233	08-35665	54-2022121
Circuit City Purchasing Company, LLC	9950 Mayland Drive, Richmond, Virginia 23233	08-35657	20-0995120
Orbyx Electronics, LLC	9950 Mayland Drive, Richmond, Virginia 23233	08-35662	20-1203360
IntertAN, Inc.	9950 Mayland Drive, Richmond, Virginia 23233	08-35663	20-1203360
CC Aviation, LLC	9950 Mayland Drive, Richmond, Virginia 23233	08-35658	20-5290841
Fourchevel, LLC	9950 Mayland Drive, Richmond, Virginia 23233	08-35664	N/A
Circuit City Stores PR, LLC	9950 Mayland Drive, Richmond, Virginia 23233	08-35660	26-0695512
Mayland MN, LLC	9950 Mayland Drive, Richmond, Virginia 23233	08-35666	20-0896116

JOINT ADMINISTRATION OF CASES. Upon a motion by the Debtors, the Bankruptcy Court entered an order on November 10, 2008 (Docket No. 77) authorizing the joint administration of the above-cases pursuant to Federal Rule of Bankruptcy Procedure 1015 and consolidating the cases for procedural purposes only under Case No. 08-35653 and directing that the joint caption of the cases read in re: Circuit City Stores, Inc., et al.

DATE, TIME AND LOCATION OF MEETING OF CREDITORS. January 9, 2009 at 10:00 a.m. Eastern Time, Office of the United States Trustee, 701 E. Broad Street, Suite 4300, Richmond, Virginia 23219

DEADLINE TO FILE A PROOF OF CLAIM. On December 11, 2008, the Bankruptcy Court entered an Order Pursuant to Bankruptcy Code Sections 105 and 502 and Bankruptcy Rules 2002, 3003(c)(3), and 9007 (I) Setting General Bar Date and Procedures for Filing Proofs of Claim; and (II) Approving Form and Manner of Notice Thereof (Docket No. 890) (the "Bar Date Order"). The Bar Date Order establishes **January 30, 2009 at 5:00 p.m. (Pacific Time)** as the last date for non-governmental creditors to file proofs of claim in these bankruptcy cases, and **May 11, 2009 at 5:00 p.m. (Pacific Time)** as the last date for governmental units to file proofs of claim in these cases. **In accordance with the Bar Date Order, the notice of bar dates (the "Bar Date Notice") will be mailed separately.** The Bar Date Notice will contain information regarding the bar dates, a proof of claim form and instructions for

completing and filing a proof of claim form with the Debtors' claims and noticing agent, Kurtzman Carson Consultants LLC. **Do not file proofs of claim with the Bankruptcy Court.**

COUNSEL FOR THE DEBTORS. Gregg M. Galardi, Esq., Ian S. Fredericks, Esq., Skadden, Arps, Slate, Meagher & Flom LLP, One Rodney Square, P.O. Box 636, Wilmington, Delaware 19899, and Dion W. Hayes, Esq., Douglas M. Foley, Esq., McGuireWoods LLP, One James Center, 901 F. Cary Street, Richmond, Virginia 23219.

COMMENCEMENT OF CASES. Petitions for reorganization under chapter 11 of the Bankruptcy Code have been filed in this Court by the Debtors listed above, and orders for relief have been entered. You will not receive notice of all documents filed in these cases. Paper copies of all pleadings or other documents filed in these cases may be obtained by sending a written request to the Bankruptcy Court's copy service, Creative Assistant, 600 Granby Street, Suite 400, Norfolk, VA 23510, or by calling (757) 624-9996. Also, documents may be viewed electronically at www.vaeb.uscourts.gov or www.kccolle.net/circuitcity. Additionally, these cases have been designated as cases assigned to an electronic case filing system. For details, see the enclosed Notice of Electronic Filing Procedure.

PURPOSE OF CHAPTER 11 FILING. Chapter 11 of the Bankruptcy Code enables a debtor to reorganize pursuant to a plan. A plan is not effective unless approved by the Bankruptcy Court at a confirmation hearing. Creditors will be given notice concerning any plan, or, in the event any of these cases is dismissed or converted to another chapter of the Bankruptcy Code. The Debtors will remain in possession of their property and will continue to operate any business unless a trustee is appointed.

CREDITORS MAY NOT TAKE CERTAIN ACTIONS. A creditor is anyone to whom a debtor owes money or property. Under the Bankruptcy Code, a debtor is granted certain protection against creditors. Common examples of prohibited actions by creditors are contacting a debtor to demand repayment, taking action against a debtor to collect money owed to creditors or to take property of a debtor, and starting or continuing forceable actions or repossessions. If unauthorized actions are taken by a creditor against a debtor, the Court may penalize that creditor. A creditor who is considering taking action against a debtor or the property of a debtor should review section 362 of the Bankruptcy Code and may wish to seek legal advice. **The staff of the Clerk of the Bankruptcy Court is not permitted to give legal advice.**

MEETING OF CREDITORS. The Debtors' representative, as specified in Rule 9001(f) of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), is required to appear at the meeting of creditors on the date and at the place set forth above for the purpose of being examined under oath. **ATTENDANCE BY CREDITORS AT THE MEETING IS WELCOMED, BUT NOT REQUIRED.** At the meeting, creditors may examine the Debtors and transact such other business as may properly come before

the meeting. The meeting may be continued or adjourned from time to time by notice at the meeting, without further written notice to the creditors.

CLAIMS. Schedules of creditors will be filed pursuant to Bankruptcy Rule 1007. Any creditor holding a scheduled claim which is not listed as disputed, contingent, or unliquidated as to amount may, but is not required to, file a proof of claim in these cases. Creditors whose claims are not scheduled or whose claims are listed as disputed, contingent, or unliquidated as to amount and who desire to participate in the cases or share in any distribution must file their proofs of claim. A creditor who desires to rely on the schedule of creditors has the responsibility for determining that the claim is listed accurately. **Separate notice of the deadlines to file proofs of claim and proof of claim forms will be provided to the Debtors' known creditors.** Proof of claim forms also are available in the clerk's office of any bankruptcy court. Proof of claim forms also are available from the Court's web site at www.vaeb.uscourts.gov. Kurtzman Carson Consultants LLC ("KCC") is the claims agent in these cases and can provide a proof of claim form if you cannot obtain one from your local bankruptcy court. KCC can be reached as follows:

Kurtzman Carson Consultants LLC
2335 Alaska Avenue
El Segundo, CA 90245
Telephone: (888) 830-4650
www.kccllc.net/circuitcity

DISCHARGE OF DEBTS AND DEADLINE TO FILE A COMPLAINT TO DETERMINE DISCHARGEABILITY OF CERTAIN DEBTS. Confirmation of a chapter 11 plan may result in a discharge of debts, which may include all or part of your debt. See Bankruptcy Code § 1141(d). A discharge means that you may never try to collect the debt from the debtor, except as provided in the plan. If you believe that a debt owed to you is not dischargeable under Bankruptcy Code § 1141(d)(6)(A), you must start a lawsuit by filing a complaint in the Bankruptcy Court by **March 9, 2009**. The bankruptcy clerk's office must receive the complaint and any required filing fee by such deadline.

CREDITOR WITH A FOREIGN ADDRESS. Consult a lawyer familiar with United States bankruptcy law if you have any questions regarding your rights.

LOCAL RULE DISMISSAL WARNING. Cases may be dismissed for failure to timely file lists, schedules and statements or attend the meeting of creditors (Local Bankruptcy Rules 1007-1 and 2003-1).

Dated: December 12, 2008

WILLIAM C. REDDEN, CLERK OF COURT
United States Bankruptcy Court
701 E. Broad Street, Suite 4000
Richmond, Virginia 23219

B 10 (Official Form 10) (12/07)

UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF VIRGINIA

PROOF OF CLAIM

Debtor against which claim is asserted: (Check only one box below:)

- | | | |
|--|--|---|
| <input type="checkbox"/> Circuit City Stores, Inc. (Case No. 08-35653) | <input type="checkbox"/> CC Distribution Company of Virginia, Inc. (Case No. 08-35659) | <input type="checkbox"/> Abbott Advertising, Inc. (Case No. 08-35665) |
| <input checked="" type="checkbox"/> Circuit City Stores West Coast, Inc. (Case No. 08-35654) | <input type="checkbox"/> Circuit City Stores PR, LLC (Case No. 08-35660) | <input type="checkbox"/> Mayland MN, LLC (Case No. 08-35666) |
| <input type="checkbox"/> InterTAN, Inc. (Case No. 08-35655) | <input type="checkbox"/> Circuit City Properties, LLC (Case No. 08-35661) | <input type="checkbox"/> Patapasco Designs, Inc. (Case No. 08-35667) |
| <input type="checkbox"/> Ventoux International, Inc. (Case No. 08-35656) | <input type="checkbox"/> Orbyx Electronics, LLC (Case No. 08-35662) | <input type="checkbox"/> Sky Venture Corporation (Case No. 08-35668) |
| <input type="checkbox"/> Circuit City Purchasing Company, LLC (Case No. 08-35657) | <input type="checkbox"/> Kinzer Technology, LLC (Case No. 08-35663) | <input type="checkbox"/> XSSuff, LLC (Case No. 08-35669) |
| <input type="checkbox"/> CC Aviation, LLC (Case No. 08-35658) | <input type="checkbox"/> Courchevel, LLC (Case No. 08-35664) | <input type="checkbox"/> PRAHS, INC. (Case No. 08-35670) |

Name of Creditor (the person or other entity to whom the debtor owes money or property):

MIMS, SATCHI

Name and address where notices should be sent:

NameID: 5006583

PackID: 402960

MIMS, SATCHI
 P O BOX 19304
 OAKLAND CA 94619

Telephone number:

☐ Check this box to indicate that this claim amends a previously filed claim.

Court Claim Number: _____
 (If known)

Filed on: _____

Name and address where payment should be sent (if different from above):

Telephone number:

☒ Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

☐ Check this box if you are the debtor or trustee in this case.

1. Amount of Claim as of Date Case Filed:

\$ 9,500.00

If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.

If all or part of your claim is entitled to priority, complete item 5.

Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.

2. Basis for Claim: **Breach of Contract, Breach of the covenant of good faith and fair dealing of insurance contract**
 (See instruction #2 on reverse side.) **Breach of Warranty fitness & merchantable, Fraud**

3. Last four digits of any number by which creditor identifies debtor: _____

3a. Debtor may have scheduled account as: _____
 (See instruction #3a on reverse side.)

4. Secured Claim (See instruction #4 on reverse side.)

Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.

Nature of property or right of setoff: ☐ Real Estate ☐ Motor Vehicle ☐ Other
 Describe:

Value of Property: \$ _____ Annual Interest Rate: _____ %

Amount of arrearage and other charges as of time case filed included in secured claim,

if any: \$ _____ Basis for perfection: _____

Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____

6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.

7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. (See definition of "redacted" on reverse side.)

DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.

If the documents are not available, please explain:

Date:
 01/10/2009

Signature: the person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.

[Signature]

FOR COURT USE ONLY

Amount entitled to priority:

\$ _____

*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

MasterCode: 10147892



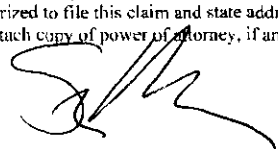
0835654081218073831122441

Attachment for Circuit City West Coast Stores, Inc. Proof of Claim Form

Some of the documents and other evidence relating to and supporting Satchidananda Mims a.k.a. Satchi Mims, ("Creditor"), claim is not available at this time, due to failure to complete the discovery during pending litigation in Superior Court of California, the County of Alameda Case no. RG08399323. Also several documents supporting the proof of claim are already in Circuit City West Coast Stores Inc. ("Debtor"), (Case no. 08-35654) possession. See filed complaint and it's Exhibits for Mims v. Circuit City Stores, Inc. Case no. RG08399323.

Also, please note that more than one of the Debtors that filed Chapter 11 Bankruptcy is responsible for damages to Creditor. Respectively Circuit City Stores, Inc. and Circuit City Stores West Coast Inc.; although claims for each Debtor are required to be filed separately it should be noted that the claims relate to each other and both surround pending litigation and damages surrounding it.

B 10 (Official Form 10) (12/07)

UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF VIRGINIA		PROOF OF CLAIM
<p style="text-align: center;">Debtor against which claim is asserted: (Check only one box below:)</p> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 33%;"> <input checked="" type="checkbox"/> Circuit City Stores, Inc. (Case No. 08-35653) </div> <div style="width: 33%;"> <input type="checkbox"/> CC Distribution Company of Virginia, Inc. (Case No. 08-35659) </div> <div style="width: 33%;"> <input type="checkbox"/> Abbott Advertising, Inc. (Case No. 08-35665) </div> <div style="width: 33%;"> <input type="checkbox"/> Circuit City Stores West Coast, Inc. (Case No. 08-35654) </div> <div style="width: 33%;"> <input type="checkbox"/> Circuit City Stores PR, LLC (Case No. 08-35660) </div> <div style="width: 33%;"> <input type="checkbox"/> Mayland MN, LLC (Case No. 08-35666) </div> <div style="width: 33%;"> <input type="checkbox"/> InterTAN, Inc. (Case No. 08-35655) </div> <div style="width: 33%;"> <input type="checkbox"/> Circuit City Properties, LLC (Case No. 08-35661) </div> <div style="width: 33%;"> <input type="checkbox"/> Patapso Designs, Inc. (Case No. 08-35667) </div> <div style="width: 33%;"> <input type="checkbox"/> Ventoux International, Inc. (Case No. 08-35656) </div> <div style="width: 33%;"> <input type="checkbox"/> Orbyx Electronics, LLC (Case No. 08-35662) </div> <div style="width: 33%;"> <input type="checkbox"/> Sky Venture Corporation (Case No. 08-35668) </div> <div style="width: 33%;"> <input type="checkbox"/> Circuit City Purchasing Company, LLC (Case No. 08-35657) </div> <div style="width: 33%;"> <input type="checkbox"/> Kinzer Technology, LLC (Case No. 08-35663) </div> <div style="width: 33%;"> <input type="checkbox"/> XSSuff, LLC (Case No. 08-35669) </div> <div style="width: 33%;"> <input type="checkbox"/> CC Aviation, LLC (Case No. 08-35658) </div> <div style="width: 33%;"> <input type="checkbox"/> Courchevel, LLC (Case No. 08-35664) </div> <div style="width: 33%;"> <input type="checkbox"/> PRATIS, INC. (Case No. 08-35670) </div> </div>		
<p>Name of Creditor (the person or other entity to whom the debtor owes money or property): MIMS, SATCHI</p>		<p><input type="checkbox"/> Check this box to indicate that this claim amends a previously filed claim.</p> <p>Court Claim Number: _____ <i>(If known)</i></p> <p>Filed on: _____</p>
<p>Name and address where notices should be sent:</p> <p style="text-align: center;">MIMS, SATCHI P O BOX 19304 OAKLAND CA 94619</p> <p style="text-align: center;">NameID: 4982324 PackID: 402959</p> <p style="text-align: center;">Telephone number: _____</p>		
<p>Name and address where payment should be sent (if different from above):</p> <p style="text-align: center;">Telephone number: _____</p>		<p><input checked="" type="checkbox"/> Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.</p> <p>Check this box if you are the debtor or trustee in this case.</p>
<p>1. Amount of Claim as of Date Case Filed: <u>\$ 9,500.00</u></p> <p>If all or part of your claim is secured, complete item 4 below; however, if all of your claim is unsecured, do not complete item 4.</p> <p>If all or part of your claim is entitled to priority, complete item 5.</p> <p>Check this box if claim includes interest or other charges in addition to the principal amount of claim. Attach itemized statement of interest or charges.</p>		
<p>2. Basis for Claim: <u>Breach of Contract, Breach of the Covenant of Good Faith and Fair Dealing of an Insurance</u> <i>(See instruction #2 on reverse side.)</i> <u>contract, Breach of Warranty Fitness, Breach of Warranty merchantable, Fraud.</u></p>		<p>5. Amount of Claim Entitled to Priority under 11 U.S.C. § 507(a). If any portion of your claim falls in one of the following categories, check the box and state the amount.</p> <p>Specify the priority of the claim.</p> <p><input type="checkbox"/> Domestic support obligations under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).</p> <p><input type="checkbox"/> Wages, salaries, or commissions (up to \$10,950*) earned within 180 days before filing of the bankruptcy petition or cessation of the debtors business, whichever is earlier - 11 U.S.C. § 507(a)(4).</p> <p><input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(5).</p> <p><input type="checkbox"/> Up to \$2,425* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(7).</p> <p><input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).</p> <p><input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____).</p> <p style="text-align: center;">Amount entitled to priority:</p> <p style="text-align: center;">\$ _____</p> <p style="font-size: small;">*Amounts are subject to adjustment on 4/1/10 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment</p>
<p>3. Last four digits of any number by which creditor identifies debtor: _____</p> <p>3a. Debtor may have scheduled account as: _____ <i>(See instruction #3a on reverse side.)</i></p>		
<p>4. Secured Claim <i>(See instruction #4 on reverse side.)</i></p> <p>Check the appropriate box if your claim is secured by a lien on property or a right of setoff and provide the requested information.</p> <p>Nature of property or right of setoff: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other</p> <p>Describe: _____</p> <p>Value of Property: \$ _____ Annual Interest Rate: _____ %</p> <p>Amount of arrearage and other charges as of time case filed included in secured claim,</p> <p>if any: \$ _____ Basis for perfection: _____</p> <p>Amount of Secured Claim: \$ _____ Amount Unsecured: \$ _____</p>		
<p>6. Credits: The amount of all payments on this claim has been credited for the purpose of making this proof of claim.</p> <p>7. Documents: Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements or running accounts, contracts, judgments, mortgages, and security agreements. You may also attach a summary. Attach redacted copies of documents providing evidence of perfection of a security interest. You may also attach a summary. <i>(See definition of "redacted" on reverse side.)</i></p> <p>DO NOT SEND ORIGINAL DOCUMENTS. ATTACHED DOCUMENTS MAY BE DESTROYED AFTER SCANNING.</p> <p>If the documents are not available, please explain:</p>		
<p>Date: <u>01/10/2009</u></p> <p>Signature: the person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if any.</p> <p style="text-align: center;"></p>		<p>FOR COURT USE ONLY</p>

Penalty for presenting fraudulent claim. Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

MasterCode: 10135888



0835653081218074111173789

Attachment for Circuit City Stores, Inc. Proof of Claim Form

Some of the documents and other evidence relating to and supporting Satchidananda Mims a.k.a. Satchi Mims ("Creditor"), claim is not available at this time, due to failure to complete the discovery during pending litigation in Superior Court of California, the County of Alameda Case no. RG08399323. Also, several documents supporting the proof of claim are already in Circuit City Stores, Inc. ("Debtor") (Case no. 08-35653) possession. See filed complaint and it's Exhibits for Mims v. Circuit City Stores, Inc. Case no. RG08399323.

Also, please note that more than one of the Debtors that filed Chapter 11 Bankruptcy is responsible for damages to Creditor. Respectively Circuit City Stores, Inc. and Circuit City Stores West Coast Inc.; although claims for each Debtor are required to be filed separately it should be noted that the claims relate to each other and both surround pending litigation and damages surrounding it.

SATCHIDANANDA MIMS
P.O. BOX 19304
OAKLAND, CA 94619

510-530-6345

("Creditor") In Pro Se

**UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF VIRGINIA**

In re:

CIRCUIT CITY STORES, INC., et al.

Debtor(s).

Case No.: 08-35653-KRH

Chapter 11

Declaration of Service by Mail
[Proof of Service]

DATE: February 18, 2009

TIME: 9:30 a.m.

DEPT: Room 5000

JUDGE: Honorable Kevin R. Huennekens

Proof Service

Ms. Akenduca Beasley, the undersigned, hereby declares:

I am a citizen of the United States. I am over the age of 18 years and not a party to within action.

My mailing address is P.O. Box 19304, Oakland, CA 94619. On January 22, 2009, at the direction of Satchidananda Mims a.k.a Satchi Mims, ("Creditor") in Pro Se, I served a copy of this Motion For Relief From Stay and Notice of Motion and Hearing, Creditor's Declaration, Proposed Order and Exhibits, upon each party required to receive notice under Local Bankruptcy Rule 4001(a)-1(E) (1), postage thereon fully prepaid, a true copy of thereof as follows:

Counsel to the Debtors

Dion W. Hayes, Esq.
Douglas M. Foley, Esq.
McGuire Woods LLP
One James Center
901 E. Cary Street
Richmond, VA 23219

Counsel to the Debtors

Gregg M. Galardi, Esq.
Ian S. Fredericks, Esq.
Skadden, Arps, Slate, Meagher & Flom, LLP
One Rodney Square
PO Box 636
Wilmington, DE 19899-0636

Counsel to the Debtors
Timothy G. Pohl, Esq.
Chris L. Dickerson, Esq.
Skadden, Arps, Slate, Meagher & Flom LLP
333 West Wacker Drive
Suite 2000
Chicago, IL 60606

United States Trustee
Robert B. Van Arsdale, Esq.
Office of the United States Trustee
Richmond, Virginia Office
701 East Broad Street, Suite 4304
Richmond, VA 23219-1888

Official Committee of Unsecured Creditors

Alan J. Kornfeld, Esq.
Brad R. Godshall, Esq.
Gillian N. Brown, Esq.
Jeffrey N. Pomerantz, Esq.
Pachulski Stang Ziehl & Jones, LLP
10100 Santa Monica blvd, 11th Floor,
Los Angeles, CA 90067-4100

Official Committee of Unsecured Creditors

John D. Fiero, Esq.
Pachulski Stang Ziehl & Jones LLP
150 California Street, 15th Floor
San Francisco, CA 94111-4500

Official Committee of Unsecured Creditors

John A. Morris, Esq.
Lynn L. Tavenner, Esq.
Paula S. Beran, Esq.
Tavenner & Beran, PLC
20 North Eighth Street, Second Floor
Richmond, VA 23219

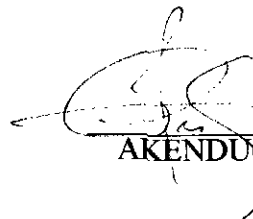
Official Committee of Unsecured Creditors

Robert J. Feinstein, Esq.
Pachulski Stang Ziehl & Jones LLP
780 Third Ave. 36th Floor
New York, NY 10017

I declare under penalty of perjury that the foregoing is true and correct.

Service Executed at Oakland, California on January 22, 2009.

Dated this 22nd day of January, 2009


AKENDUCA BEASLEY

SATCHIDANANDA MIMS

P.O. BOX 19304 ~ Oakland, California 94619

(510) 530-6345

smims21@hotmail.com

January 22, 2009

Attn: William C. Redden, Clerk of the Court
U.S. Bankruptcy Court
701 East Broad Street
Richmond, VA 23219-1888

Re: In re: Circuit City Stores, Inc., et al.

Dear sir or madam:

Please submit the CM/ECF registration form and payment check for motion for relief from automatic stay, file the enclosed motion for relief from automatic stay and proof of service, endorse the copy and place it in the return addressed envelope with postage prepaid. Also please schedule the motion preliminary hearing date: February 18, 2009.

In addition, please note that I am in pro se and plan to file court papers through conventional means and original court papers are not stapled together.

If you have questions or concerns feel free to contact me. Thanks to you for your prompt attention to this matter and your time.

Very truly yours,



Satchidananda Mims

FILED
2009 JAN 27 AM 11:25
RICHMOND DIVISION

Pa
R# 109163